IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.410 OF 2006

IN

SUMMARY SUIT NO.2212 OF 2006

Endress + Hauser (India) Pvt.Ltd. ...Plaintiff

vs.

Megi Control Systems Pvt.Ltd. ...Defendant.

Mr.V.Chandrashekar, for Plaintiff.
Mr.H.G.Misar, for Defendant.

CORAM: D.K.DESHMUKH, J.

DATED: 19th December,2006..

P.C.:-

1. The plaintiff has filed the suit for recovery of the price of the goods that were supplied by the plaintiff to the defendant. The plaintiff has produced a document which shows that order was placed by the defendant. Pursuant to that order the goods have been dispatched. The goods have been duly received by the defendant. There was performance guarantee given by the plaintiff. The guarantee period has expired. There is no claim made by the defendant. The summons for judgment was taken out in September,2006 and was

served on the defendant in the month of September,2006. Within the period allowed by Order 37 of C.P.C. an application for leave to defend the suit has not been filed. Therefore, under the provisions of Order 37 of C.P.C. the plaintiff is entitled to a decree. Heard the learned Counsel appearing for both the sides. Perused the record. The summons for judgment is granted. Suit of the plaintiff is decreed in terms of prayer clause (a) and (b). Refund of Court fees as per rules.